



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize the City Manager to enter into an agreement with CBA for the preparation of an update to the City of Lodi Housing Element and associated Environmental Impact Report.

**MEETING DATE:** January 15, 2003

**PREPARED BY:** J.D. Hightower, City Planner

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**RECOMMENDED ACTION:** Authorize the City Manager to enter into an agreement with CBA for the preparation of an update to the City of Lodi Housing Element and associated Environmental Impact Report.

**BACKGROUND INFORMATION:** According to the adopted State Department of Housing and Community Development schedule, the City of Lodi should have a completed and certified Housing Element by the end of this year. This is also identified as a high priority item for the City. Consequently, staff sent out six Request for Proposals to qualified firms with one firm responding – CBA. Although only CBA responded, this firm is one of, if not the most, qualified housing consultant firms. The lack of response is not uncommon, as the County has hired CBA for their housing element with CBA the only firm responding.

**FUNDING:** \$127,200.00. The Housing Element is identified in the development impact fee program and qualifies for State reimbursement.

Konradt Bartlam  
Community Development Director

IDH

**APPROVED:**

H. Dixon Flynn -- City Manager

# PROFESSIONAL SERVICES AGREEMENT

## 1. IDENTIFICATION

This Agreement is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Lodi (hereinafter collectively referred to as CITY) and Cotton/Bridges/Associates, a Division of P&D Consultants, Inc., (hereinafter referred to as "CBA").

## 2. RECITALS

Whereas, CITY desires to retain CBA to perform professional planning services in conjunction with the 2003 Housing Element Update and Program Environmental Impact Report;

Whereas, CBA is well qualified by reason of experience to perform such services; and

Whereas, CBA is willing to render such professional services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CBA and CBA agrees to provide professional services in the completion of the 2003 Housing Element Update and Program Environmental Impact Report.

## 3. AGREEMENTS

**3.1 Definitions:** The following definitions shall apply to the following terms, except where the terms of this Agreement otherwise require:

3.1.1 "Project": Project description contained in Exhibit A of this Agreement.

3.1.2 "Services": Such professional services as are necessary to be performed by CBA in order to complete the plans and studies described in Exhibit B of this Agreement.

3.1.3 "Study Area": The property (or land) within the City of Lodi Sphere of Influence, generally identified as in CITY's General Plan, and such adjacent lands as CBA determines may have any impact or influence on the documents which CBA shall prepare in the performance of the aforesaid services.

**3.2 Agreements of CBA:** CBA agrees as follows:

3.2.1 That CBA will provide professional services in the preparation of the 2003 Housing Element Update and Program Environmental Impact Report as required by Exhibit B of this Agreement.

3.2.2 That CBA, at CBA's sole cost and expense, may secure such other persons as, in the opinion of CBA, are needed to comply with the term of the Agreement and, if such persons are retained by CBA, such persons shall be fully qualified to perform such services.

3.2.3 Monthly invoices for services shall be submitted by CBA for work completed in accordance with the schedule contained in Exhibit C of this Agreement.

3.2.4 Invoices shall specify the fee, the percentage completion of the work by task, the allowable total billing by task, the total invoiced to date, and the amount currently being invoiced.

**3.3 Agreements of CITY:** CITY agrees as follows:

3.3.1 CITY agrees to pay CBA the sum of \$127,200 for the performance of the services identified in Exhibit B. Payments to CBA shall be made as follows:

- a) CITY shall make progress payments to CBA in accordance with the invoice submitted by CBA on a monthly basis indicating percent complete by task. If CITY disagrees with any aspect of the invoice, including amount, percent complete or supporting documentation, CITY will notify CBA in writing within 10 days of receipt of invoice. If invoice is not contested, invoice shall be paid within 30 days of date of invoice. Payment should be sent to our lockbox: File #055777, Los Angeles, CA 90074.
- b) Upon completion of services, any uninvoiced portion of the contract amount shall be invoiced. Invoices submitted by CBA in accordance with this schedule shall be paid within 30 days of the invoice date. Payment should be sent to our lockbox: File #055777, Los Angeles, CA 90074.

3.3.2 Additional Services: Payments for any services requested by the CITY during the study and not included in the CBA services identified in Exhibit I shall be paid on a reimbursable basis in accordance with the CBA Standard Fee Schedule in effect at the time the services are provided. These costs will be invoiced monthly and will be paid by CITY within 30 days.

#### **4. OWNERSHIP OF DOCUMENTS**

All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CBA under this Agreement shall be considered the property of CITY upon payment for services performed by CBA. Said documents and materials shall be delivered to CITY by CBA at the completion of the project; however, CBA may take and retain such copies of said documents and materials as desired.

#### **5. TERMINATION**

This Agreement may be terminated by either party upon the giving of a written "Notice of Termination" to the other party at least fifteen (15) days prior to the termination date specified in said notice. In the event this Agreement is terminated, CBA shall be paid in full value of services rendered, based upon the percentage of completion of CBA's work on the date of termination.

#### **6. NOTICES**

Any and all notices, demands, invoices, and written communications between the parties by mail shall be addressed to the parties as follows:

Cotton/Bridges/Associates,  
A Division of P&D Consultants  
3840 Rosin Court, Suite 130  
Sacramento, California 95834

Community Development Director  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241

Any such notices, demands, invoices and written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

## **7. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

## **8. CONTRACT DOCUMENTS**

This contract and the attached Exhibits comprise the Agreement between the parties concerning the services to be provided under the terms of this contract.

## **9. SAVINGS CLAUSE**

If any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

## **10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **11. ATTORNEY'S FEES**

In the event that legal action is necessary to enforce the provisions of the Agreement, the parties agree that the prevailing party in said legal action shall be entitled to recover attorney's fees from the opposing party in any amount determined by the Court to be reasonable.

## **12. INSURANCE**

12.1 **Type of Insurance:** CBA agrees to maintain in full force and effect during the term of this agreement the following insurance:

- a) General liability insurance policy in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- b) Professional liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- c) Workers' compensation insurance as required by the Labor Code of the State of California.

12.2 **Certificate:** CBA agrees to provide City with a certificate of insurance indicating required coverages and designating City as additional insured, if requested.

### 13. HOLD HARMLESS

13.1 CBA shall indemnify, hold harmless, and defend CITY, its Council, officers, agents and employees from and against any and all claims and losses, costs or expenses for any damage resulting in death or injury to any person and/or injury or damage to any property resulting from any act or omission of CBA or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such cost and expense shall include reasonable attorney fees.

13.2 Notwithstanding paragraph 13.1, and as a separate and independent covenant and obligation, CBA shall indemnify and hold harmless, but not defend CITY, its Council, officers, agents and employees from and against any damage, liability, loss, cost or expense, (excluding personal injury or property damage which is included in paragraph 13.1) which arise out of CBA's negligent performance of services under this Agreement provided that such liability, loss, cost or expense is caused by the negligent act or omission of CBA, or any of its officers, employees, servants, agents or subcontractors in performance of this Agreement. CBA's obligation for such indemnity and hold harmless under this paragraph 13.2 shall not include any obligation to defend CITY, its Council, officers, agents or employees against any action or claim brought by any person. CBA's obligation to indemnify CITY shall include reasonable attorney fees if CBA is found to have been negligent in performance of services under this Contract.

### 14. ARBITRATION

To the greatest extent possible, the parties shall avoid litigation by resolving disputes through alternative dispute resolution (ADR). The parties agree to engage in good faith mediation prior to any other ADR method. Each party shall bear its own costs in ADR.

### 15. COUNTERPART EXECUTION

This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts, together shall constitute one and the same agreement.

CITY OF LODI

COTTON/BRIDGES/ASSOCIATES

\_\_\_\_\_  
Name

\_\_\_\_\_  
John E. Bridges  
Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date  
048999756.0174

\_\_\_\_\_  
Date

PSA 11/14/02

## **Exhibit A**

### **Project Description**

The City of Lodi has requested the assistance of a consultant to update its Housing Element, adopted in 1991. Since that time, changes in local conditions and state law require the City to re-examine the guiding principles and assumptions underlying the current Housing Element. The update occurs at a time when the cost of land and infrastructure to meet the needs of a growing community have created a widening gap between the cost of producing housing and the wages of the local workforce.

Under a regional housing allocation plan prepared by the San Joaquin County Council of Governments (SJCOG), the City should accommodate 4,014 additional housing units between 2003 and 2008, or 535 dwelling units per year. If constructed, these additional dwelling units would represent an annual growth rate of about three percent. The City has a growth management system that limits annual residential permit allocations based on a population growth target of two percent. The City does not expect the growth management system to present a constraint to accommodating the SJCOG housing allocation, however. Lodi's historic rate of increase in housing units has been about one percent, and the City rolls over unused allocations in any one year to subsequent years.

Of the City's total housing allocation, 1,654 dwelling units should be affordable to lower-income households, while another 738 units should be affordable to moderate-income households. Of the unused housing allocations, 1,333 allocations are for high-density residential development that could accommodate lower-income housing, while another 337 allocations are for medium density residential development that could accommodate moderate-income housing. These unused allocations, in combination with future allocations anticipated through 2008, should be more than sufficient to accommodate the City's low- and moderate-income housing needs.

The majority of housing constructed over the past decade has been lower-density single-family homes affordable to above moderate-income households. The City has experienced difficulties attracting developers interested in building moderate- and high-density housing, either market rate housing or affordable housing for lower-income households. The City desires that the updated Housing Element contain realistic and implementable policies to attract higher-density housing that will reflect the aesthetic values of the community yet provide affordable living opportunities for low- and moderate-income households.

Residential density and housing affordability are important, but not the only, key issues that the City desires to address through the Housing Element update. Another key issue is the protection of prime farmland and open space buffers between Lodi and its neighbors, Stockton and Galt. The City wants to explore non-traditional methods of protecting farmland and maintaining open space that do not rely on traditional impact fees, which could further increase development costs and make housing less affordable.

Finally, the City wants to use the Housing Element update to create an environmental database and mitigation program to facilitate future residential development, particularly higher-density development. By preparing a program-level Environmental Impact Report (EIR) as part of the Housing Element update, the City hopes to tier and expedite environmental review and improve environmental mitigations for future residential development projects. The City is especially interested in using the EIR to evaluate the impacts of residential development scenarios based on different assumptions about residential density.

## **Exhibit B**

### **Scope of Services**

#### **Task 1: Public Participation**

##### **1.1 Public Meetings**

CBA will facilitate ten meetings with stakeholder groups identified by CBA and the City. CBA suggests that these meetings focus on specific topics/key issues of importance to stakeholder organizations. For example, one meeting could focus on the issue of jobs-housing balance and the local economy, with participation by business organizations. CBA will prepare a list of recommended topics, organizations that should be invited to each meeting, and meeting agendas. CBA will also provide a note taker for each meeting.

##### **1.2 Public Workshops**

CBA will facilitate two general public workshops. CBA will provide the City with sample public notices, agendas, and presentations for each workshop. CBA will also provide note takers.

CBA recommends that the first workshop occur within 60 days of project initiation and serve as a scoping/issues identification session. CBA will prepare a presentation that summarizes the purpose and contents of the Housing Element, state requirements, and current Housing Element policies. CBA will solicit participant comments on information that should be considered during the update and issues that should form the focus of the Housing Element and environmental analysis.

The second public workshop should occur after information has been collected and analyzed for background sections of the Housing Element. CBA will present its findings and conclusions and potential housing policy implications.

##### **1.3 Public Hearings**

CBA will attend two public hearings each before the Planning Commission and City Council. The first public hearings will be held on the draft Housing Element and Program EIR. The second round of public hearings will be conducted to adopt the final Housing Element and certify the EIR after the Housing Element has been reviewed by the California Department of Housing and Community Development (HCD). CBA will provide supporting information for staff reports and resolutions for adoption of the Housing Element and certification of the EIR.

#### **Products for Task 1:**

- sample meeting notices (stakeholder meetings, workshops, public hearings)
- meeting and workshop notes (10 meetings, two workshops)
- workshop presentations (two)
- supporting documentation for staff reports and hearing resolutions



## **Task 2: Preparation of Draft and Final Housing Element**

### **2.1 Background Report (Housing Needs Assessment)**

An important focus of the Housing Element update will be a comprehensive housing needs assessment presented to the City as a background report on existing and projected conditions. Data sources used in this effort include, but are not limited to the 2000 Census, California Department of Finance, California Employment Development Department, City agencies, service providers, contacts with community organizations, and proprietary data sources. The Background Report will contain the following:

**Population/Household Characteristics**, including population growth trends, age distribution, race/ethnicity, employment, household size, household income, and an analysis of the prevalence of overcrowding and overpayment.

**Special Housing Needs Analysis** for the disabled, elderly, large families, female-headed households, the homeless, students, farmworkers, military staff, and other groups in the City. The income characteristics and housing needs of each group will be identified to guide future housing policy.

**Housing Stock Characteristics** such as building permits, housing unit mix, tenure and vacancy rates, rental rates and sales prices, and housing condition. This analysis will reveal: 1) the relationship between changes in household income and housing costs; 2) the impact upon housing overpayment and overcrowding; and 3) the degree to which available housing addresses the needs of residents. As part the analysis of housing characteristics, CBA will conduct a sample housing condition survey of up to 500 dwelling units in neighborhoods with concentrations of housing 40 years old or more.

**Analysis of Publicly Subsidized Housing.** Publicly subsidized housing often comprises a substantial number of below-market rate units affordable to lower income residents. As required by State law, CBA will analyze publicly-assisted housing at risk of converting to non-low income uses by 2013 and develop strategies for the preservation or replacement of the units.

**Constraints and Resources.** As part of the Housing Element update, CBA will analyze the various constraints and resources to meeting housing needs identified in the community profile. The analysis of constraints to the development, maintenance, and improvement of housing includes the cost of development, land use controls, development standards, fees, and permit processing. CBA will also review existing General Plan and environmental documents to determine the adequacy of wastewater treatment systems, streets and roads, water service, and other facilities to support the development of housing. With passage of SB520 in 2002, jurisdictions must also analyze housing opportunities for persons with disabilities, including building, zoning, land use, and permitting processes that affect housing.

**Inventory of Development Capacity** of vacant and underutilized land suitable for new development during the 2003-2008 planning period. SJCOG has allocated 4,014 total units to the City as their share of the region's housing need. An important part our analysis will focus on how vacant sites, zoning, and development standards provide sufficient incentive to facilitate and encourage the production of a range in housing types and prices in the community.

**Inventory of Financial and Administrative Resources** available for program implementation, as well as administrative resources available to help the City achieve its housing goals. CBA will prepare an inventory of local, State, and federal financial resources as well as public and private organizations that can help the City further the goals of housing adequacy, housing availability, and housing affordability.

**Opportunities for Energy Conservation.** CBA will describe the role of energy conservation in reducing long-term housing costs, conservation techniques and programs, and local, state, and federal policies and regulations for energy conservation.

## **2.2 Draft Housing Element**

CBA will prepare a comprehensive Housing Element that meets the following criteria and the City's concerns pursuant to State law:

- identifies the availability of sites for a variety of housing types to meet the City's identified housing needs;
- develops programs to assist in the development, maintenance, improvement, and preservation of affordable housing which is accessible to residents;
- addresses and, where appropriate, mitigates the constraints which government imposes on the maintenance, improvement, and development of housing;
- ensures housing opportunities are available for all persons regardless of age, religion, sex, marital status, ancestry, national origin, or color; and
- maintains internal consistency with other General Plan elements, community goals, and planning documents.

The Housing Element will contain:

- an evaluation of achievements under the previously adopted Housing Element;
- a Housing Plan with goals, policies, implementation actions, and quantified objectives;
- a discussion of how the City has achieved consistency of the Housing Element with the other elements of the General Plan; and
- a discussion of how the City solicited participation by all segments of the community in the development of the Housing Element.

### **Evaluation of Past Achievements**

CBA will document and evaluate achievements under programs listed in the prior Housing Element. This section will evaluate the success of prior housing programs to determine the need to modify existing policies or programs, introduce new policies or programs, and/or eliminate obsolete programs in the 2003-2008 Housing Element. The measure of achievements will be the quantified objectives stated in the prior Housing Element.

### **Housing Plan**

The housing plan represents the tangible steps that the City will undertake over the 2003-2008 planning period to address the City's housing needs. Formulation of the housing plan builds upon the housing

needs identified in the Background Report, and an analysis of the Constraints and Resources for meeting those needs. CBA will prepare a housing plan with the following components:

**Housing Goals and Policies** related to the affordability, availability, and adequacy of the City's housing. CBA will develop goals and policies to address the identified needs and constraints. The policies will also address the City's ability to attract medium- and high-density residential development that is consistent with the City's aesthetic values and the preservation of prime farmland using proven techniques that do not rely on traditional impact fees. CBA will examine successful approaches used in other communities to attract compact, higher-density residential development as a means of preserving agricultural land.

**Action Plan** to implement the goals and policies of the Element. Actions will build upon applicable policies and programs developed in the previous Housing Element and will include a detailed statement of how the City intends to implement the actions, the responsible agency(ies), the timeframe(s) for each discrete part of the action, and the proposed funding for implementation.

**Quantified Objectives.** CBA will recommend quantified objectives for specific actions that lend themselves to quantification and overall quantified objectives that address residential development for all income groups, housing rehabilitation, and the preservation of rental housing, as required by state law.

### **General Plan Consistency**

CBA will describe how the City achieved consistency of the Housing Element with other General Plan elements, with a focus on policies in each of the elements that affect housing issues and policies in the Housing Element that affect land use and other issues covered by the other parts of the General Plan.

### **Public Participation**

This section of the Housing Element will summarize the City's public participation program. CBA will describe how all segments of the community were encouraged to participate in the development of the Housing Element, particularly low-income and special needs residents and organizations providing services to these residents.

## **2.3 HCD Review**

CBA's objective will be to guide the City through a successful process of HCD review leading to certification of the City's Housing Element as being in compliance with state law. CBA will assist the City during the HCD review process by:

- Arranging an on-site meeting with a Department representative prior to the submittal of the Housing Element. The purpose of the meeting will be to familiarize the Department with local issues and conditions.
- Coordinating a meeting or conference call with the HCD reviewer prior to the issuance of a comment letter on the draft Housing Element. The purpose of the meeting will be to discuss the Department's preliminary comments and provide clarification or additional information prior to the issuance of the Department's review letter.
- Recommending revisions to the Housing Element to respond to HCD comments.

- Preparing a revised draft Housing Element for re-submittal to HCD, if necessary.
- Seeking a favorable compliance opinion by HCD prior to Council adoption of the Housing Element, if possible.

## **2.4 Final Housing Element**

Based on comments received from HCD, and direction provided by the City, CBA will prepare a final Housing Element. CBA will prepare a final administrative draft Housing Element for review and approval by City staff prior to producing a final document for adoption by the City Council.

### **Products for Task 2**

- Administrative Draft Housing Element – electronic copy and ten copies
- Public Review Draft Housing Element – electronic and one reproduction-ready copy
- Revised draft for HCD review (if needed) – electronic copy
- Final Administrative Draft Housing Element – electronic copy and ten copies
- Final (adopted) Housing Element – electronic and one reproduction-ready copy

### **Graphics:**

- Map showing existing residential land use designations and vacant parcels
- Map showing the location of vacant multifamily sites with the development potential by 2008
- Map showing the location of streets/neighborhoods with concentrations of substandard housing

## **Task 3: Program EIR**

### **3.1 Project Initiation**

CBA will attend an initial meeting with City staff to discuss and refine necessary tasks, responsibility, product, and timelines. This task is critical in understanding the potential environmental impacts of the Housing Element update given the complexity of land use amendments and circulation issues associated with the update.

### **3.2 Initial Study**

CBA will prepare a brief Initial Study to identify environmental focus of the Program EIR. The Initial Study will be distributed with the Notice of Preparation.

### **3.3 Notice of Preparation and Project Description**

#### **Project Description**

CBA will prepare a project description consistent with a program-level EIR for review by City staff. Preparation and agreement on the project description is a critical step in the EIR process. This step is to ensure that CBA has a clear understanding of the overall components of the Housing Element update program. This step will be completed before the detailed Program EIR analysis is initiated and will ensure that CBA and City staff are working under the same project assumptions. The project description, narrative, and accompanying maps will include the project location, potential interactions

with nearby projects, the relationship of the Housing Element update to local and regional plans, and a list of the agencies required to act on the project and the sequence of approvals.

The project description will also include the project objectives and a statement of benefits that may accrue and what needs are met by the Housing Element update. The project objectives and statement of justification will be prepared by the CBA in conjunction with City staff.

### **Notice of Preparation**

CBA will complete a Notice of Preparation (NOP) for distribution by City staff via certified mail or other method of confirmed delivery. The NOP will be circulated for review by responsible agencies, City departments and interested members of the public. If requested by the City, CBA will assist in the identification of organizations and agencies that should receive the Notice. CBA will review comments received during the 30-day NOP comment period and will recommend to City staff whether to expand the scope of the EIR in response to comments received.

### **3.4 Public Scoping Session**

While not mandatory, CBA recommends that the City conduct a public scoping session, which we will facilitate, during the Notice of Preparation period. The scoping session allows interested parties an opportunity to identify potential environmental issues. This scoping session can be combined with an early public workshop on the Housing Element to identify the issues on which to focus the update and, therefore, the environmental analysis.

### **3.5 Background Information**

CBA will collect and analyze existing environmental information, including information from previous EIRs, traffic studies, traffic modeling, public service providers, site surveys, GIS and other mapping, and other environmental technical studies and planning documents that are relevant to the environmental analysis of the Housing Element update.

### **3.6 Project Alternatives**

#### **Identify Alternatives**

Working with City staff, CBA will research other reasonable alternatives and select up to four project alternatives, including the No Project alternative required by CEQA.

#### **Identify Appropriate Thresholds of Environmental Significance**

CBA will recommend standards or criteria to determine whether or not a project impact is significant. This work product provides an important part of the evidence in the record that courts seek when determining whether or not an agency has properly found an effect to be significant or not significant. CBA will base significance thresholds on the following:

- thresholds used previously by the City for program EIRs;
- standards in state and federal regulations, including CEQA statute and guidelines;
- City General Plan (and other plan) policies and regulatory standards;

- policies and regulations of regional agencies with jurisdiction over the City's planning area; and
- published standards by professional/scientific associations.

CBA will prepare draft thresholds of significance for City review and produce a final set of threshold criteria based on City comments.

### **3.7 Administrative Draft Program EIR**

CBA will prepare an Administrative Draft Program EIR for review by City staff. The document organization described below is designed to meet the requirements of CEQA and the CEQA guidelines for a Program EIR. Draft documents will include all text, tables and figures.

#### **Section 1: Introduction**

The Introduction will summarize the legal role and purpose of the EIR in the development process, and the use, structure, and scope of the EIR.

#### **Section 2: Executive Summary**

The Executive Summary will identify the following:

- each significant effect of the project, including effects that cannot be avoided;
- significant effects, cumulative impacts, mitigation measures, irreversible environmental changes, and growth inducing impacts of subsequent projects assumed in the Housing Element update;
- issues of controversy or public disagreement, including issues raised by other agencies and the public; and
- issues to be resolved, such as the selection of a preferred alternative, the relationship to subsequent projects, and whether or how to mitigate significant effects.

CBA will format the Executive Summary to clearly identify appropriate agency findings, mitigation measures, and significant effects of the project and subsequent projects in each environmental issue area.

#### **Section 3: Project Description**

The project description will characterize the contents of the Housing Element update and project alternatives. The project description will include land use maps that geographically identify areas subject to land use change or intensification under the Housing Element.

#### **Section 4: Environmental Setting, Thresholds for Determining Environmental Significance, Impacts and Mitigation Measures**

This section will briefly describe the regional and local environmental setting of the proposed project, including the current state of the environment, and any applicable local or regional plans affecting the environmental factors. We have assumed that the City will provide the necessary technical data establishing the environmental setting for current traffic/circulation conditions. If this information cannot be provided by the City, CBA will prepare a supplemental scope of work and budget.

This section will also discuss significant environmental effects and unavoidable adverse impacts, mitigation measures for each of the project impacts, and level of significance after mitigation.

While the ultimate environmental topics areas will be determined after the preparation of an Initial Study and the receipt of responses to the Notice of Preparation, the following issues are likely topics for analysis in the EIR:

**Aesthetics.** The land use changes associated with the Housing Element update may result in increased density or intensity in areas designated by the General Plan for medium and high-density residential uses. Thus, future development in the identified intensification areas has the potential to result in aesthetic and light and glare impacts. CBA will prepare a general analysis of aesthetic impacts of proposed land use and policy changes. CBA will describe impacts based on: a) potential landform changes resulting from grading of the site; b) future building massing; c) light and glare; and d) consistency with applicable scenic corridor policies.

**Air Quality.** Future development pursuant to the updated Housing Element will result in an incremental increase in local and regional air pollution. Short term and long term local and regional air emissions that will result from project implementation, and cumulative impacts may be significant based on the level of development expected in Lodi. CBA will prepare the air quality assessment for the proposed project utilizing the URBEMIS7G air quality modeling program. For the purposes of the Program EIR, air quality modeling will be conducted for the aggregate changes from existing to developed conditions for the areas affected by the Housing Element update. The air quality assessment will include a qualitative discussion of potential short-term construction emissions, as well as a quantitative discussion of vehicle trips, electricity and gas emissions. Impacts to air quality will be described in terms of: a) construction related emissions; b) project emissions from vehicular and stationary sources; and c) relation to existing State and federal standards, and regional air quality attainment plans.

**Biological Resources.** A professional biologist from CBA will review previously prepared biological analyses to determine the potential for special-status species to be present. If necessary, the CBA biologist will conduct a brief, one-day field reconnaissance to identify biological resources that could be affected by development likely to occur under the Housing Element update. The field reconnaissance will serve to confirm vegetation communities identified in San Joaquin County's county-wide multi-species HCP and other documents reviewed by CBA, determine the presence or potential of the site to support special-status species, and provide input as to potential biological resources sensitivities in these areas. No intensive field surveys are proposed in this scope of work.

**Cultural Resources.** To identify the potential presence of both historical and archaeological resources, CBA will prepare a cultural resource inventory for the Program EIR. The analysis will be based on previously prepared studies and a records search completed by the North Central Information Center. This records search will generate a review of the files maintained by this repository, including maps depicting previously surveyed areas, site records, archaeological survey and excavation reports, National Register listings, and data on California State Historical Landmarks, Points of Historical Interest, and local historical inventories within this area. No field inventories are proposed in this scope of work.

**Geology and Soils.** CBA will describe geology and soil conditions affecting physical development of land associated with the Housing Element update. CBA will utilize existing geotechnical reports and EIRs prepared for projects in the City to address project impacts related to geology/soils.



**Public Safety.** Impacts to be addressed in the public health and safety section include hazardous materials, emergency plans, wildland fires and other hazards potentially affecting Lodi. The existing conditions and historical use of all the areas are not known. Some areas may have the potential to contain hazardous materials, be located near hazardous materials generators, or be located in areas subject to hazards, such as wildland fires. The future use of some properties for industrial activity also has the potential to expose adjacent residential properties to hazards. For the purposes of the Program EIR, CBA will utilize the City's existing database for hazardous waste generators (such as fire department records, previous environmental documents) as well as the EPA's EnviroMapper, to generally identify potential areas of concern. Other sources, such as the City's General Plan, will be utilized to assess other hazards as they relate to the proposed amendments.

**Land Use.** The existing land use setting will be described, including regional setting, existing land uses, and local and regional plans. Potential Housing Element update impacts will be described in terms of: a) land use compatibility between the proposed land uses and existing and planned land uses; b) consistency with related plans including the City's General Plan, Zoning Ordinance, and other related plans and programs. This section will analyze land use compatibility issues, including potential effects on agricultural lands and production. CBA will quantify impacts through Important Farmlands data obtained from the California Department of Conservation. Potential impacts to agricultural resources will be described in terms of: a) the feasibility of continued agricultural operations and viability; and b) the conversion of agricultural lands on the site and potential impacts to agricultural resources.

**Noise.** CBA will prepare a noise assessment utilizing the FHWA noise prediction model. The noise assessment for roadways will be coordinated with the scope of analysis of the traffic study. The noise section of the Program EIR will address short-term construction noise impacts, on-site operational impacts and compatibility with surrounding uses, railroad noise (where applicable), and vehicular noise.

**Population and Housing.** CBA will quantify the proposed land use changes consistent with existing and proposed policies and standards. Population and housing will be addressed with respect to local and regional planning projections for population, housing, and employment and jobs/housing balance. CBA will evaluate the City's ability to accommodate its SJCOG-assigned housing allocation for each income level. Impacts to population and housing will be identified, and mitigation for significant impacts will be proposed.

**Public Facilities and Services.** Proposed intensification of residential development may affect public facilities and services such as water, wastewater, schools, fire, police, parks, and solid waste disposal. The CEQA Guidelines require an assessment of the capacity of infrastructure to serve proposed development. Particular attention will be given to assessing the impact of land use changes on water and sewer facilities. CBA will evaluate whether adequate facilities are available to serve the community; the physical impacts of the facilities themselves, such as extension of facilities; and the growth induction potential of any capacity increases or extensions of service needed to accommodate development under the project. Cumulative public services and facilities impacts will be summarized in this section, with a reference to the detailed cumulative analysis included separately in the EIR. Impacts of the proposed project on public services and facilities will be described with respect to the demand for these public services and facilities and the physical impacts associated with the provision of expanded or altered facilities needed to maintain acceptable levels of service ratios, response time, or other performance objectives.

**Circulation.** The Housing Element update will result in an increase in the intensity of residential land uses, and with an associated higher level of traffic generation than currently planned land uses. CBA will review the traffic studies prepared by the City, and summarize existing conditions and Level of Service. We will use the City's traffic model to calculate potential changes in traffic level of service resulting from proposed changes in land use.

**Project Alternatives.** CBA will evaluate the potential environmental impacts of alternatives to the Housing Element update in relation to each alternative's ability to meet the goals and objectives of the updated Housing Element. To allow decision makers to consider the advantages and disadvantages of subsequent projects and project alternatives compared to the proposed project, CBA will include a matrix of impacts. The matrix will compare the impacts of each alternative and their relative significance in relation to the proposed project.

**Cumulative and Long-Term Effects.** This section will include the CEQA-mandated analyses, including long-term effects, cumulative effects, and growth inducing effects.

**Organizations and Persons Consulted.** This section will identify organizations, persons and documents consulted in preparation of the EIR. CBA will also identify individuals involved in the preparation of the document.

**Appendices.** The Appendices will include a copy of the NOP, Responses to Comments on the Draft Program EIR and Comment Letters, and the associated EIR technical reports.

### **3.8 Draft Public Review Program EIR**

CBA will prepare a Draft Program EIR for public circulation and comments that incorporates revisions to the Administrative Draft Program EIR directed by the City.

### **3.9 Respond to Comments, Submit Final Program EIR and Findings and Statements of Overriding Considerations**

#### **Responses to Comments**

CBA will prepare responses to comments received on the Draft EIR and a matrix that summarizes each comment, the source, and date. CBA assumes that the Housing Element update will generate a moderate level of public interest and that a moderate number of comments will be submitted on the Draft EIR.

CBA has budgeted for 100 comments, which we believe is consistent with our assumption regarding the level of public interest. If more than 100 comments are received, or if comments raise new issues or require additional analysis not anticipated in our assumption, CBA will prepare a supplemental scope of work and budget for the additional comments.

#### **Final EIR**

CBA will prepare a Final Program EIR including the following changes to the Draft Program EIR:

- Revised cover page,
- Revised table of contents,
- Revised text of EIR incorporating changes in response to comments on the Draft, and

- Comments received and responses to comments on the Draft EIR.

### **Findings and Statement of Overriding Considerations**

CBA will prepare the draft Findings and Fact pursuant to CEQA Guidelines for significant environmental effects of the project, and a draft Statement of Overriding Considerations if required for City Council action.

## Exhibit C Schedule

The City's 2003-2008 Housing Element is required to be adopted by December 31, 2003. We have prepared the following schedule to expedite the preparation process. Based on our experience with jurisdictions of similar size, the approximate time frame for the housing element update would be one year.

<b>Milestone</b>	<b>Completion Date</b>
Project Initiation	February 2003*
Task 1: Public Participation	February – December 2003
1.1 Public Meetings	February – April 2003
1.2 Public Workshops	
Workshop #1	March 2003
Workshop #2	May 2003
1.3 Public Hearings	
Draft Housing Element	August 2003
Final Housing Element	December 2003
Task 2: Preparation of Draft and Final Housing Element	
2.1 Background Report (Housing Needs Assessment)	April 2003
2.2 Draft Housing Element	
Administrative Draft	June 2003
Public Review Draft	July 2003
HCD Review Draft	August 2003
2.3 HCD Review	September – October 2003
2.4 Final Housing Element	
Final Administrative Draft	November 2003
Final Housing Element	December 2003
Task 3: Program EIR	
3.1 Project Initiation	February 2003*
3.2 Initial Study	May 2003
3.3 Notice of Preparation and Project Description	May 2003
3.4 Public Scoping Session	March 2003**
3.5 Background Information	May 2003
3.6 Project Alternatives/Thresholds of Significance	June 2003
3.7 Administrative Draft Program EIR	June 2003
3.8 Draft Public Review Program EIR	July 2003
3.9 Final Program EIR	November 2003

\*Assumes that consultant selection occurs after January 1, 2003 and execution of a contract occurs by January 31, 2003.

\*\*Scoping session to be conducted simultaneously with first workshop under Task 1.